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Lauer, 13 Idaho 163, 88 Pac. 1057. When a definite amount for attorney's fees is specified in a note, the question whether the holder is entitled to recover the entire amount named is one on which the authorities do not agree. In *McIntire v. Cagley*, 37 Iowa. 676, it is held that a stipulation to pay an attorney's fee of 10 per cent. on the amount collected imports liquidated damages and not a penalty, and therefore the total stipulated percentage, and not merely the actual expenses, may be recovered. The principal case is in accord with the decisions of the following courts, in which it is held that a provision for the payment of attorney's fees if the note is placed in the hands of an attorney for collection is a contract of indemnity and not for liquidated damages, so that the maker is liable to the holder only for the amount of attorney's fees actually contracted for, or, in the absence of a special contract for fees, for the reasonable value of the services rendered. *Farmers' & Merchants' Nat. Bank v. Barton*, 21 Ill. App. 403; *Hassell v. Steinmann* (Tex. Civ. App.), 132 S.W.948; *Koppe v. Groginsky*, (Tex. Civ. App.) 132 S.W. 984; *Elmore v. Rugely*, (Tex. Civ. App.), 107 S.W.151; *Starnes v. Schofield*, 5 Ind. App. 4, 31 N.E. 480. If the owner of the note in good faith agrees with an attorney to pay him the percentage stated in the stipulation for attorney's fees in a note, that amount is recoverable whether it is a reasonable fee or not. *Frantz v. Masterson* (Tex. Civ. App.), 133 S. W. 740. The amount of the attorney's fee stipulated for in a note should be allowed, unless it is unjust or unreasonable in view of the circumstances. *McCornick v. Swem*, 36 Utah 6, 102 Pac. 626; *Utah Nat. Bank of Salt Lake City v. Nelson*, 111 P. 907; *Smiley v. Meir*, 47 Ind. 559. A stipulation to pay 10 per cent. on the amount of the note as attorney's fees was enforced in the following cases. *Walker v. Tomlinson* (Tex. Civ. App.), 98 S. W. 906; *Stocking v. Moury*, 128 Ga. 414, 57 S. E. 704; *First Nat. Bank v. Campbell Co.* (Tex. Civ. App.), 114 S. W. 887; *Carver v. J. S. Mayfield Lumber Co.*, 29 Tex. Civ. App., 434, 68 S. W. 711.

CORPORATIONS—SALE BY CORPORATION TO SOLE STOCKHOLDER—NOTICE.—Plaintiff corporation, by a contract containing provisions as to payments, retention of title in vendor, etc., sold certain mill machinery to a milling company. Defendant, who was the sole acting officer of, and practically the sole stockholder in, the vendee corporation, conducted all negotiations of sale and signed the contract in its behalf. Shortly after the machinery was delivered he caused the real estate upon which the mill stood to be conveyed by the corporation to himself. Plaintiff company brought replevin for the machinery, and defendant alleged that it had become fixtures in the mill and part of his property. *Held*, that he was personally bound by the terms of the contract, in so far as they were effective between the parties, to preserve the character of the machinery as personal property. *Wolf Co. v. Kutch* (Wis. 1911) 132 N. W. 981.

This holding is in line with that in cases cited and discussed on page 310, *supra*, and the same principles seem to be involved.

CRIMINAL LAW—ADJOURNMENT OF COURT TO HOUSE OF A SICK WITNESS:—Appellant, indicted for unlawful sale of intoxicants, applied for a continuance because of the absence of a material witness who was ill at his home in the